

**HOTEL OCCUPANCY AGREEMENT
BETWEEN
THE
THE CITY OF COSTA MESA
AND
NICO HOSPITALITY LLC DBA DAYS INN**

THIS HOTEL OCCUPANCY AGREEMENT (the "Agreement") is made and entered into this 16th day of June, 2020 ("Effective Date"), by and between NICO HOSPITALITY LLC, a California limited liability company DBA DAYS INN ("Days Inn") and the CITY OF COSTA MESA, a municipal corporation ("City"). Days Inn and City are individually referred to as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, Days Inn is the owner of the hotel facility located at 2100 Newport Blvd., Costa Mesa, CA and all appurtenances thereon known as Days Inn by Wyndham Costa Mesa/Newport Beach (the "Property"); and

WHEREAS, there is currently a local emergency, state of emergency, and national emergency as a result of the global novel coronavirus (COVID-19) outbreak (collectively, the "Public Health Emergency"); and

WHEREAS, the City operates the Costa Mesa Bridge Shelter, a fifty (50) bed homeless shelter; and

WHEREAS, pursuant to the State of California's Interim Guidance for Homeless Assistance Providers on Novel Coronavirus (COVID-19), the City desires to use rooms at the Property on an as-needed basis for the purpose of sheltering vulnerable individuals, as defined by the Centers for Disease Control and Prevention (CDC), that would ordinarily be sheltered at the Costa Mesa Bridge Shelter (each invitee of the City shall hereinafter be individually referred to as a "City Guest" or "City Invitee" and collectively the "City Invitees") during the Public Health Emergency; and

WHEREAS, Days Inn desires to permit City to utilize rooms at its Property for the requested purpose; and

WHEREAS, Days Inn and City desire to execute this Agreement to set forth their rights, obligations, and liabilities relating to City's use of the Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

1.0. RESERVED ROOMS; RIGHT OF FIRST REFUSAL

1.1. Reserved Rooms. Each day during the term of this Agreement, Days Inn agrees to hold available a minimum of ten (10) rooms, of at least standard size, at the Property for purposes of the City exercising its right under this Agreement to secure immediate individual occupancy for City Invitees (rooms reserved by City shall hereinafter be referred to as "Rooms").

1.2. First Right of Refusal. If Days Inn's occupancies/reservations increase during the Term of this Agreement, then Days Inn will notify City of such event in writing and shall give the City the first right

of refusal for any and all guest rooms required to be made available to City pursuant to this Agreement.

2.0. COMPENSATION

City agrees to pay Days Inn the rates set forth below, plus any standard and applicable fees and taxes, for any guest room that City reserves for a City Invitee. Payment shall be made at the time a reservation is made by City. The City is not obligated to pay Days Inn for any unoccupied guest rooms that City has not exercised its right to secure actual occupancy of, including any guest rooms that are required to be made available to City for occupancy by Days Inn under this Agreement.

June 16, 2020-September 10, 2020	
Room Type	Rate
1 king bed	\$84.99/night
2 queen beds	\$94.99/night

September 11, 2020-December 31, 2020	
Room Type	Rate
1 king bed	\$74.99/night
2 queen beds	\$84.99/night

If City and Days Inn agree to extend the term beyond December 31, 2020, Days Inn agrees to charge the rates set forth above for the period of September 11, 2020 through December 31, 2020 through March 31, 2021.

3.0. TERM

The term of this Agreement shall commence on the Effective Date and continue through December 31, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.0. TERMINATION

Either Party may terminate this Agreement by giving the other Party seven (7) days' written notice.

5.0. USE

The City will use the Property to provide shelter for high-risk, homeless individuals not yet exposed to, or diagnosed with, COVID-19 during the Public Health Emergency. The City shall use the Property in a careful, safe, and proper manner in accordance with all applicable laws, statutes, treaties, rules, orders, ordinances, regulations, and requirements, including, but not limited to, those pertaining to health, healthcare, safety or the environment.

City agrees that:

- (a) each City Guest will be pre-screened for COVID-19 prior to being on the Property;
- (b) any City Guest experiencing COVID-19-like symptoms during their stay will be immediately transferred off the Property to a different facility, for the health and safety of the City Guest, other City Invitees, Property personnel, and other guests at the Property;
- (c) any and all illegal activity, including, but not limited to, drug use, is not permitted and the Property, and any City Guest determined to have engaged in any illegal activity will be immediately removed from the Property by the City; and

- (d) the City will monitor and enforce capacity restrictions limiting one (1) person per room for single occupancy rooms, and two (2) people for double occupancy rooms.

Days Inn shall make available to City and City Invitees for their use all normal and standard hotel operation functions, including, but not limited to, sewer, trash, and water services, including both hot and cold water to the lavatories, elevator service, if any, electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, pool, pool area, and pool equipment, if any, and housekeeping and laundry services, as further detailed herein.

6.0. HOUSEKEEPING; CARE AND SURRENDER OF ROOMS

6.1. Housekeeping. Days Inn shall perform standard housekeeping services to Rooms utilized by City Invitees in accordance with Days Inn's normal housekeeping schedule, provided that such services shall be provided no less than once every three (3) days. Upon a City Guest's departure from a room, and prior to a new occupant using such room, Days Inn shall perform cleaning and housekeeping services in the room in accordance with the State of California's COVID-19 Industry Guidance for Hotels and Lodging. The current guidance is attached hereto as Exhibit "A" and incorporated herein. Days Inn shall launder all linens in accordance with CDC and California Department of Public Health ("CDPH") protocols.

Notwithstanding the foregoing, if a City Guest tests positive for COVID-19 prior to vacating a room occupied pursuant to this Agreement, then the City will pay for and provide all laundering, room cleaning, and sanitation services through a licensed third-party provider mutually agreed upon by City and Days Inn at no cost to Days Inn. Such services shall be provided in accordance with CDC and CDPH guidelines.

6.2. Surrender of Rooms. City shall return each room occupied by a City Guest to Days Inn in the same condition it was in at the commencement date of such occupancy, ordinary wear and tear excepted. City agrees to be responsible for any unreasonable wear and tear caused to the Rooms, including reasonable costs incurred to repair same, which repairs and which costs shall be agreed upon by City and Days Inn.

7.0. ACCEPTANCE OF FACILITIES

Days Inn makes no warranty or representation of any kind whatsoever regarding the condition of the Property or its fitness for City's use, or any use. City accepts and agrees to use the Property in its current "as-is" condition, without any obligation of Days Inn to perform or pay for any improvement thereto.

8.0. ALTERATIONS, ADDITIONS, IMPROVEMENTS

Days Inn reserves the right to alter, change, or work on the Property during the term of this Agreement, provided that such modifications do not materially impair or affect City's use of the Property as contemplated herein.

City shall not make any permanent alterations, additions, or improvements to the Property. City shall not change, alter, or otherwise cause the existing physical contours, features, and improvements of the Rooms, including but not limited to furniture arrangements, to be altered without prior written approval from Days Inn.

9.0. NO INTEREST IN PROPERTY

City understands and agrees that this is not a lease agreement. No tenancy is established by this

Agreement and City shall have no interest in the Property as a result of this Agreement or City's use of the Property.

10.0. ENTRY BY DAYS INN

City shall permit Days Inn to enter into and upon the Rooms at all reasonable hours to inspect the same, and make any repairs deemed necessary by Days Inn, provided that, prior to entering any Rooms, Days Inn shall contact the City's Representative, and coordinate such entry with the City's Representative.

11.0. REPRESENTATIVES

City and Days Inn have designated the following representatives to act on their behalf in the administration of this Agreement. Each Party's representative may issue all consents, approvals, and directives on behalf of that Party. City's Representative and Days Inn's Representative shall coordinate with one another in the administration of this Agreement.

City's Representative: Stacy Lumley, Neighborhood Improvement Manager
(714) 925-4914
stacy.lumley@costamesaca.gov

Days Inn's Representative: Minesh Patel, Owner
(949) 642-2670
daysinncm@yahoo.com

Either Party may change their designated representative by providing written notice to the other Party.

12.0. INSURANCE

12.1. Minimum Scope and Limits of Insurance. Days Inn shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Days Inn agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Days Inn for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

12.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- a. Additional insureds: “The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Days Inn pursuant to its contract with the City; products and completed operations of Days Inn; premises owned, occupied or used by Days Inn; automobiles owned, leased, hired, or borrowed by Days Inn.”
- b. Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”
- c. Other insurance: “Days Inn’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”
- d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- e. Days Inn’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

12.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

12.4. Certificates of Insurance. Days Inn shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City.

12.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Days Inn may be held responsible for payments of damages to persons or property.

13.0. INDEMNIFICATION

To the fullest extent permitted by law, Days Inn agrees to defend, indemnify, protect, save and hold harmless City, its elected officials, officers, agents, employees and volunteers from and against any and all claims, actions, proceedings, damages, liability and expense allegations, loss, cost, and any judgment or settlement paid, arising from the negligence or willful misconduct of, and/or violation of any applicable law, statute, treaty, rule, order, ordinance, regulation, or requirement, including, but not limited to, those pertaining to health, healthcare, safety or the environment, by, Days Inn, its owners, employees, agents, personnel and/or subcontractors. The indemnity obligations of Days Inn include, without limitation, Days Inn’s obligation to indemnify City for all attorneys’ fees, other professional fees, and costs incurred by City in connection with the enforcement of the provisions contained in this Section. City may, at its option,

require Days Inn to assume City's defense in any action covered by this Section, with legal counsel approved by City.

14.0. GENERAL PROVISIONS

14.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

14.2. Notices. Except as set forth herein, any notices, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery, mail, or email and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail, and (c) at the time of transmission if such communication is sent by email. Either Party may change its address by giving notice in writing to the other Party.

IF TO DAYS INN:

Nico Hospitality LLC dba Days Inn
2100 Newport Blvd.
Costa Mesa, CA 92627
Attn: Minesh Patel

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Stacy Lumley

14.3. Assignment and Subletting. City shall not assign this Agreement or license or sublet the Rooms or any part thereof without the prior written consent of Days Inn.

14.4. Independent Contractor Relationship. Days Inn is an independent contractor and will have sole authority to control and direct the details of its performance and activities. Neither Party will be an employee of the other Party under the meaning or application of any federal or state law, including but not limited to unemployment insurance or workers' compensation laws, and will not be entitled to any of the benefits of an employee of the other Party. Further, neither Party has the authority to act as an agent of the other Party and will not hold themselves out as such.

14.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

14.6. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

14.7. Public Records Act Disclosure. Days Inn has been advised and is aware that this Agreement and all reports, documents, information and data furnished or prepared by Days Inn pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 et seq.). Exceptions to public disclosure may be

those documents or information that qualify as trade secrets, as that term is defined in California Government Code section 6254.7, and of which Days Inn informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

14.8. Force Majeure. In the event of damage or destruction of the Property by any act of God, fire, national or local calamity, strike, labor dispute, civil disturbance, accident, epidemic, act or regulation of any public authority, interruption in or delay of transportation services, or any event of any other kind or character whatsoever, whether similar or dissimilar to the foregoing events, which shall render the practicable fulfillment by Days Inn of its obligations under this Agreement impossible, this Agreement shall be null and void and Days Inn shall be released of all responsibility hereunder and shall not be held responsible by City for any resulting damage. In the event of any such occurrence or threat thereof, Days Inn shall have the right in its discretion to suspend or terminate any use by City of the Rooms, to cause the Rooms to be vacated, or to take such action for such duration as Days Inn in its sole discretion deems necessary or appropriate. In such event, the time table for vacating of the Rooms will be set by Days Inn.

14.9. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Days Inn and City and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

14.10. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

14.11. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

14.12. Amendments. Only a writing executed by the Parties hereto or their respective successors and assigns may amend this Agreement.

14.13. Waiver. The delay or failure of either Party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

14.14. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any Party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both Parties agree to substitute such provision(s) through good faith negotiations.

14.15. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

14.16. Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so the Parties hereto are formally bound to the provisions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

NICO HOSPITALITY LLC DBA DAYS INN

Minesh Patel
Minesh Patel

Date: 6/25/2020

CITY OF COSTA MESA

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 7/16/20

ATTEST:

Brenda Green
Brenda Green
City Clerk



Date: 7-17-2020

APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 7/15/20

APPROVED AS TO CONTENT:

Stacy Lumley
Stacy Lumley
Neighborhood Improvement Manager

Date: 7/9/20

APPROVED AS TO PURCHASING:

Carol Molina
Carol Molina
Acting Finance Director

Date: July 7, 2020

EXHIBIT A

COVID-19 INDUSTRY GUIDANCE: HOTELS AND LODGING



COVID-19 INDUSTRY GUIDANCE: Hotels and Lodging

May 12, 2020

[covid19.ca.gov](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/industry-guidance-hotels-and-lodging.aspx)



OVERVIEW

On March 19, 2020, the State Public Health Officer and Director of the California Department of Public Health issued an order requiring most Californians to stay at home to disrupt the spread of COVID-19 among the population.

The impact of COVID-19 on the health of Californians is not yet fully known. Reported illness ranges from very mild (some people have no symptoms) to severe illness that may result in death. Certain groups, including people aged 65 or older and those with serious underlying medical conditions, such as heart or lung disease or diabetes, are at higher risk of hospitalization and serious complications. Transmission is most likely when people are in close contact with an infected person, even if that person does not have any symptoms or has not yet developed symptoms.

Precise information about the number and rates of COVID-19 by industry or occupational groups, including among critical infrastructure workers, is not available at this time. There have been multiple outbreaks in a range of workplaces, indicating that workers are at risk of acquiring or transmitting COVID-19 infection. Examples of these workplaces include long-term care facilities, prisons, food production, warehouses, meat processing plants, and grocery stores.

As stay-at-home orders are modified, it is essential that all possible steps be taken to ensure the safety of workers and the public.

Key prevention practices include:

- ✓ physical distancing to the maximum extent possible,
- ✓ use of face coverings by employees (where respiratory protection is not required) and customers/clients,
- ✓ frequent handwashing and regular cleaning and disinfection,
- ✓ training employees on these and other elements of the COVID-19 prevention plan.

In addition, it will be critical to have in place appropriate processes to identify new cases of illness in workplaces and, when they are identified, to intervene quickly and work with public health authorities to halt the spread of the virus.

Purpose

This document provides guidance for the hotels and lodging industry to support a safe, clean environment for workers and customers. The guidance is not intended to revoke or repeal any employee rights, either statutory, regulatory or collectively bargained, and is not exhaustive, as it does not include county health orders, nor is it a substitute for any existing safety and health-related regulatory requirements such as those of Cal/OSHA.¹ Stay current on changes to public health guidance and state/local orders, as the COVID-19 situation continues. Cal/OSHA has more safety and health guidance on their [Cal/OSHA Guidance on Requirements to Protect Workers from Coronavirus webpage](#). CDC has additional guidance [for businesses and employers](#).



Worksite Specific Plan

- Establish a written, worksite-specific COVID-19 prevention plan at every facility, perform a comprehensive risk assessment of all work areas, and designate a person at each facility to implement the plan.
- Identify contact information for the local health department where the facility is located for communicating information about COVID-19 outbreaks among employees.
- Train and communicate with employees and employee representatives on the plan.
- Regularly evaluate the workplace for compliance with the plan and document and correct deficiencies identified.
- Investigate any COVID-19 illness and determine if any work-related factors could have contributed to risk of infection. Update the plan as needed to prevent further cases.
- Identify close contacts (within six feet for 15 minutes or more) of an infected employee and take steps to isolate COVID-19 positive employee(s) and close contacts.
- Adhere to the guidelines below. Failure to do so could result in workplace illnesses that may cause operations to be temporarily closed or limited.



Topics for Employee Training

- Information on [COVID-19](#), how to prevent it from spreading, and which underlying health conditions may make individuals more susceptible to contracting the virus.
- Self-screening at home, including temperature and/or symptom checks using [CDC guidelines](#).
- The importance of not coming to work if employees have a frequent cough, fever, difficulty breathing, chills, muscle pain, headache, sore throat, recent loss of taste or smell, or if they or someone they live with have been diagnosed with COVID-19.
- To seek medical attention if their symptoms become severe, including persistent pain or pressure in the chest, confusion, or bluish lips or face. Updates and further details are available on [CDC's webpage](#).

- The importance of frequent handwashing with soap and water, including scrubbing with soap for 20 seconds (or using hand sanitizer with at least 60% ethanol or 70% isopropanol when employees cannot get to a sink or handwashing station, per [CDC guidelines](#)).
- The importance of physical distancing, both at work and off work time (see Physical Distancing section below).
- Proper use of face coverings, including:
 - Face coverings do not protect the wearer and are not personal protective equipment (PPE).
 - Face coverings can help protect people near the wearer, but do not replace the need for physical distancing and frequent handwashing.
 - Employees should wash or sanitize hands before and after using or adjusting face coverings.
 - Avoid touching eyes, nose, and mouth.
 - Face coverings should be washed after each shift.
- Ensure temporary or contract workers at the facility are also properly trained in COVID-19 prevention policies and have necessary PPE. Discuss these responsibilities ahead of time with organizations supplying temporary and/or contract workers.
- Information on employer or government-sponsored leave benefits the employee may be entitled to receive that would make it financially easier to stay at home. See additional information on [government programs supporting sick leave and worker's compensation for COVID-19](#), including employee's sick leave rights under the [Families First Coronavirus Response Act](#) and employee's rights to workers' compensation benefits and presumption of the work-relatedness of COVID-19 pursuant to the Governor's [Executive Order N-62-20](#).



Individual Control Measures and Screening

- Provide temperature and/or symptom screenings for all workers at the beginning of their shift and any vendors, contractors, or other workers entering the establishment. Make sure the temperature/symptom screener avoids close contact with workers to the extent possible. Both screeners and employees should wear face coverings for the screening.
- If requiring self-screening at home, which is an appropriate alternative to providing it at the establishment, ensure that screening was performed

prior to the worker leaving the home for their shift and follows [CDC guidelines](#), as described in the Topics for Employee Training section above.

- Encourage workers who are sick or exhibiting symptoms of COVID-19 to stay home.
- Employers should provide and ensure workers use all required protective equipment. Employers should consider where disposable glove use may be helpful to supplement frequent handwashing or use of hand sanitizer; examples are for workers who are screening others for symptoms or handling commonly touched items.
- Face coverings are strongly recommended when employees are in the vicinity of others. Workers should have covers available and wear them when on property, in breakrooms and offices, or in a vehicle during work-related travel with others. Face coverings must not be shared.
- Housekeepers and others who must enter guest rooms should be provided with and required to wear face coverings. Housekeeping must only service rooms when guests are not present. Housekeepers should be instructed to minimize contact with guests' personal belongings when cleaning. Housekeepers should be instructed to have ventilation systems operating and/or open windows if possible to increase air circulation.
- Employers should encourage handwashing for employees after they check guests in or out, clean rooms, and open mail or handle other commonly touched items. Valet service drivers, baggage handlers, and housekeepers should wash their hands regularly during their shift and use proper hand sanitizer. Baggage deliveries should be done when guests are not in their rooms.
- Hotels should allow housekeepers extra time to clean rooms without loss of pay to account for required precautions and to allow them to conduct more thorough cleaning and disinfection of rooms between guests.
- Guests and visitors should be screened upon arrival and asked to use hand sanitizer and to wear a face covering. Appropriate signage should also be prominently displayed outlining proper face covering usage and current physical distancing practices in use throughout the property.



Cleaning and Disinfecting Protocols

- Perform thorough cleaning in high traffic areas such as hotel lobbies, front desk check-in counters, bell desks, break rooms and lunch areas, changing areas, loading docks, kitchens and areas of ingress and egress including stairways, stairwells, handrails, and elevator controls. Frequently disinfect commonly used surfaces including door handles, guestroom

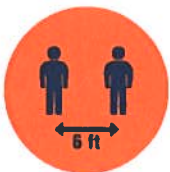
interior locks, vending and ice machines, light switches, TV remote controls, phones, hairdryers, washer and dryer doors and controls, baggage carts, shuttle door handles, toilets, and handwashing facilities.

- Provide time for workers to implement cleaning practices during their shift. Cleaning assignments should be assigned during working hours as part of the employee's job duties.
- Equip workstations, desks, and help counters with proper sanitation products, including hand sanitizer and sanitizing wipes, and provide personal hand sanitizers to all staff directly assisting customers.
- Ensure that sanitary facilities stay operational and stocked at all times and provide additional soap, paper towels, and hand sanitizer when needed.
- When choosing cleaning chemicals, employers should use products approved for use against COVID-19 on the [Environmental Protection Agency \(EPA\)-approved](#) list and follow product instructions. Use disinfectants labeled to be effective against emerging viral pathogens, diluted household bleach solutions (5 tablespoons per gallon of water), or alcohol solutions with at least 70% alcohol that are appropriate for the surface. Provide employees training on manufacturer's directions and Cal/OSHA requirements for safe use. Workers using cleaners or disinfectants should wear gloves as required by the product instructions.
- Avoid sharing phones, tablets, laptops, desks, pens, other work supplies, or offices wherever possible. Never share PPE. Any shared tools and equipment should be sanitized before, during and after each shift or anytime the equipment is transferred to a new employee. This includes phones, radios, computers and other communication devices, payment terminals, kitchen implements, engineering tools, safety buttons, folios, housekeeping carts and cleaning equipment, keys, time clocks, and all other direct contact items.
- Discontinue the use of shared food and beverage equipment in office pantries (including shared coffee brewers). Close manually operated ice machines or use hands free machines.
- Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in offices, guest rooms, and other spaces.



Additional Cleaning and Disinfecting Protocols for Hotel Operations

- All reusable collateral, such as magazines, menus, local attraction details, coupons, etc., should be removed from rooms. Critical information should be provided as single-use collateral and/or electronically posted.
- Dirty linens should be removed and transported from guest rooms in single-use, sealed bags and pillow protectors on the guest room beds should be changed daily. Bagging of these items should be done in the guest room to eliminate excess contact while being transported. All bed linen and laundry should be washed at a high temperature and cleaned in accordance with [CDC guidelines](#).
- Consider leaving rooms vacant for 24 to 72 hours prior to or after cleaning.
- In the event of a presumptive case of COVID-19, the guest's room should be removed from service and quarantined. The guest room should not be returned to service until case has been confirmed or cleared. In the event of a positive case, the room should only be returned to service after undergoing an enhanced sanitization protocol, ideally by a licensed third-party expert and in accordance with [CDC guidelines](#).
- Install hand sanitizer dispensers, touchless whenever possible, at key guest and employee entrances and contact areas such as driveways, reception areas, hotel lobbies, restaurant entrances, meeting and convention spaces, elevator landings, pools, salons, and exercise areas.
- Consider providing guests an amenity bag during check-in containing face covering, hand sanitizer, and a COVID-19 awareness card. Where possible, equip hotel rooms with a bottle of sanitizer for guest use.



Physical Distancing Guidelines

- Implement measures to ensure physical distancing of at least six feet between employees and others. This can include use of physical partitions or visual cues (e.g., floor markings or signs to indicate to where employees and/or guests should stand). Any area where guests or employees queue should be clearly marked for appropriate physical distancing. This includes check-in, check-out, elevator lobbies, coffee shops and dining, and taxi and ridesharing lines.
- Physical distancing protocols should be used in employee break areas, uniform control areas, training classrooms, shared office spaces, the employee services window (via a teller style window), and other high-density areas in order to ensure appropriate distancing between employees.

- Employee pre-shift meetings should be conducted virtually or in areas that allow for appropriate physical distancing between employees. Larger departments should stagger employee arrival times to minimize traffic volume in back of house corridors and service elevators.
- Consider offering workers who request modified duties options that minimize their contact with customers and other employees (e.g., managing inventory rather than working at the concierge desk or managing administrative needs through telework).
- Stagger employee breaks, in compliance with wage and hour regulations, to maintain physical distancing protocols.
- Close breakrooms, use barriers, or increase distance between tables/chairs to separate workers and discourage congregating during breaks. Where possible, create outdoor break areas with shade covers and seating that ensures physical distancing.
- Redesign office spaces, cubicles, lobbies, front desk check-in areas, business centers, concierge service areas, and other spaces if possible to ensure workspaces and guest accommodations allow for at least six feet distancing.
- Discourage employees from congregating in high traffic areas such as bathrooms and hallways and establish directional hallways and passageways for foot traffic, if possible, to eliminate people from passing by one another.
- Limit the number of individuals riding in an elevator and ensure the use of face coverings. Use signage to communicate these requirements.
- Require employees to avoid handshakes and similar greetings that break physical distance.
- Eliminate person-to-person contact for delivery of goods to physical offices. Avoid touching others' pens and clipboards



Additional Physical Distancing Guidelines for Hotel Operations

- Guests should enter through doors that are either propped open, if possible, or are automated or manually operated by an employee that is frequently handwashing and/or using proper hand sanitizer.
- Implement peak period queueing procedures, including a lobby greeter and having guests queue outside to maintain at least six feet of physical distance between persons.

- Employees should not open the doors of cars or taxis.
- Guest room service, laundry and dry-cleaning services, and amenity deliveries should be made available using contactless pick-up and delivery protocols.
- Hotel operations with restaurants should limit food and beverage offerings to take-out and "contactless" room service until dine-in establishments are allowed to resume modified or full operation.
- Hotels with pools should ensure that physical distancing requirements can be enforced, this could include limiting one person per lane in swimming pools.
- Hotels with golf courses should only allow one player per cart, except for immediate family and people who cohabitate, and increase tee time spacing, and should only open once golf courses are allowed to reopen.



Considerations for Hotels When Full Operations Resume

- Hotels operations with dine-in restaurants, bars, fitness centers, spas, salons, large meeting venues, banquet halls, or convention centers should keep those areas closed until each of those types of establishments are allowed to resume modified or full operation.
- When allowed to reopen to modified or full operation, hotels with dine-in restaurants and bars should:
 - Reduce seating capacities or reconfigure seating to allow for a minimum of six feet between each seated group/party of guests.
 - Implement additional and specific cleaning and sanitizing protocols for food processing and restaurant operations.
 - Refer to guidelines for the restaurant and bar industries when they become available on the [COVID-19 Resilience Roadmap website](#).
- When allowed to reopen to modified or full operation, hotels with fitness centers, spas, and salons should refer to the relevant guidelines on the [COVID-19 Resilience Roadmap website](#) when available.
- When larger gatherings are permitted by state/local orders, those hotels with meeting, conference, banquet, or other event accommodations must:

- Adjust room configurations to allow for physical distancing between guests.
- Decrease the capacity for conference and meeting rooms in order to maintain at least six feet of physical distance between participants.
- Suspend self-serve buffet style food service and replace it with alternative service styles.
- For additional direction on meetings and convention centers, refer to the guidelines on the [COVID-19 Resilience Roadmap website](#) when available.

¹Additional requirements must be considered for vulnerable populations. The hotels and lodging industry must comply with all [Cal/OSHA](#) standards and be prepared to adhere to its guidance as well as guidance from the [Centers for Disease Control and Prevention \(CDC\)](#) and the [California Department of Public Health \(CDPH\)](#). Additionally, employers should be prepared to alter their operations as those guidelines change.

